APPENDIX G.

(See Chap. 18, Art. 303.)

Model Form of Security Bond to be taken from Treasurers.

(Local Governments and Administrations have power to fix the precise terms of the bond without reference to the Government of India.)

Financial Department Resolution No. 760-A., dated 10th February 1906.

In their Resolution in the Finance and Commerce Department, No. 3857, dated the 5th November 1885, the Government of India circulated, as a model, a form of security bond to be taken from Treasurers or other officers of Government entrusted with the charge of public money. They have recently had under their consideration the desirability of slightly modifying this bond, and the Governor General in Council is now pleased to direct that it be replaced by the form reproduced below. It is to be understood that the form now prescribed is a model only, Local Governments and Administrations having power to fix the precise terms of such bonds without reference to the Government of India. It is left to them to decide whether existing Treasurers should be required to execute bonds in the revised form.

Form of Security Bond.

Know all men by these presents that —(*Principal*)——of——

(*1st Surety*) (*2nd Surety*)——of——are held and firmly bound unto the Secretary of State for India in Council in the sum of R——to be paid to the said Secretary of State in Council his successors or assigns or his or their certain attorney or attorneys for which payment well and truly to be made we bind ourselves our heirs executors administrators and representatives jointly and every two of us bind ourselves——heirs executors administrators and representatives jointly and each of us binds himself his heirs executors administrators and representatives severally firmly by these presents sealed with our seals dated this ——day of——191 , and each of us the said ——doth hereby for himself his heirs executors administrators and representatives covenant with the said Secretary of State in Council his successors and assigns that if any suit shall be brought touching the subject-matter of this obligation or the condition hereunder written in any Court subject to the High Court of Judicature at——other than the said High Court in its Ordinary Original Jurisdiction the same shall and may at the instance of the said Secretary of State in Council be removed into tried and determined by the said High Court in its Extraordinary Original Jurisdiction.

Whereas the above bounden——was on the——day of——191 , appointed to and now holds and exercises the office of Treasurer at——; *and whereas* by virtue of such office the said—— has amongst other duties the care charge and oversight of and responsibility for the safe and proper storing and keeping in the place appointed for the custody thereof respectively of all money, specie, bullion, coin, jewels, Government currency notes, stamp and Government securities of whatever description, gold, silver, copper, lead, goods, stores, chattels or effects stored and used at received into or despatched from the Treasury of——or paid deposited or brought into the said Treasury by any person or persons whomsoever and for any purpose or purposes whatsoever; *and whereas* the said ——as such Treasurer as aforesaid is also responsible that all such moneys, specie, bullion, coin, jewels, Government currency notes, stamps and Government securities of whatsoever description, gold, silver, copper, lead, goods, stores, chattels or effects (hereinafter together only called "the said property") are and is of full measure and good quality when received into the said Treasury and until he has duly accounted therefor and for every part thereof in manner hereinafter referred to; *and whereas* the said——is bound from time to time whenever called upon so to do to show to his superior officers that the said property and every part thereof save so much thereof as he has duly accounted for is at all times intact in the places aforesaid, and is also bound to attend for the purpose of discharging his duties aforesaid at such times and places as his superior officer may appoint; *and whereas* the said——is further bound to keep true and faithful accounts of the said property and of his dealings under written orders of his superior officers therewith respectively in the form and manner that may from time to time be prescribed under the authority of Government and also to prepare and submit such returns and such accounts as he may from time to time be called upon to prepare and submit; *and whereas* the bulk of the said property remains as well in the care charge and custody of he Treasury officer for the time being at——as of the said——

but as between himself and the said Secretary of State for India in Council he the said _____ is alone responsible and answerable therefor and for every part thereof; *and whereas* the responsibility of the said _____ for the said property and every part thereof does not cease until the same has been duly used under the written orders aforesaid and accounted for or been duly despatched from the said Treasury and delivered over to and a full and complete discharge therefor obtained from such persons and at such places as the district officer of _____ or other the person exercising his functions for the time being under the sanction of the Government _____ may direct; *and whereas* the said _____ in consideration of his said appointment has delivered to and deposited with and endorsed over to _____ as such district officer as aforesaid Government securities to the extent of ₹_____ of which the numbers, amounts and other particulars are set forth and specified in the Schedule hereunder written for the purpose of in part securing and indemnifying the said Secretary of State in Council his successors and assigns against all loss and damage which he or they might or may in any way suffer by reason of the said property or any part or parts thereof being in any way consumed, wasted, embezzled, stolen, misspent, lost, misapplied or otherwise dishonestly negligently or by or through oversight or violence made away or parted with by himself the said _____ or any person acting for him in his said office during his absence or otherwise or by any sub-treasurers, servants, clerks, sircars, cash-keepers, poddars, coolies or other persons serving under him the said _____, or any person acting for him in his said office as aforesaid or any other person or persons whomsoever whether in the service of Government or otherwise; *and whereas* the said _____ hereby acknowledges that he is bound by all the conditions rules and regulations of the Civil Account Code of the Government of India for the time being in force and such departmental rules and orders as may from time to time be issued by authority and may be in force and especially with reference to his relations and dealings with and the rights of his subordinates and his own subordination to his superior officers, and that it is his duty to keep himself acquainted at all times with the contents of such Code and such departmental rules and orders as aforesaid and all or any alterations made from time to time therein; *and whereas* the said (*Principal*) _____ and the said (*1st Surety*) _____ (*2nd Surety*) _____ as his the said _____ sureties in that behalf have entered into the above bond in the penal sum of _____ conditioned for the due performance by him the said _____ and of any person acting for him in his said office during his absence or otherwise of the duties of the said office aforesaid and of other the duties appertaining thereto or which may lawfully be required of him or them and the indemnity of the said Secretary of State in Council and his servants against loss from or by reason of the acts or defaults of the said _____ and of all and every the persons and person aforesaid;

Now the condition of the above written bond is such that if the said _____ and every person acting for him in his said office as aforesaid has whilst they respectively have held or exercised the duties of the said office of Treasurer as aforesaid always duly performed and fulfilled the said duties of the said office and other the duties aforesaid, and if he the said _____ and every person acting for him in his said office as aforesaid shall whilst they respectively shall hold or exercise the duties of the said office always duly perform and fulfil all and every the duties thereof aforesaid, and perform and observe all and every the conditions rules and regulations of the said Code and the said departmental rules and orders, and further if the said _____ and _____ do and shall indemnify and save harmless the said Secretary of State in Council his successors and assigns the Government of _____ and all and every person or persons who from time to time has or have held or shall hold or exercise the said office of District Officer and all other servants of the said Secretary of State in Council or the said Government of _____ from and against all and every loss and damage which during the time the said _____ or any person acting for him during his said office as aforesaid has held executed and enjoyed the said office has happened or been sustained or shall or may at any time or time hereafter happen to or be sustained by the said Secretary of State in Council his successors or assigns the Government of _____ or the said District Officer for the time being or any such servant as aforesaid by from or through the means of the neglect, failure, misconduct, disobedience, omission, or insolvency of the said _____, or of any person acting for him in his said office as aforesaid or of any of the sub-treasurers, servants, clerks, sircars, cash-keepers, poddars, coolies or other persons nominated accepted by or serving under him the said _____ or any person acting for him in his said office as aforesaid or of any other person or persons whomsoever or by, from, or through the consuming, wasting, embezzling, stealing, misspending, losing, misapplying or otherwise

dishonestly or negligently or through oversight or violence making away or parting with the said property or any part or parts thereof by any person or persons whomsoever whilst he or the said _____ or any person acting for him in his said office as aforesaid has held or executed the duties of the said office or shall hold or execute the duties of the said office;

THEN this obligation shall be void and of no effect. Otherwise the same shall be and remain in full force and virtue.

PROVIDED ALWAYS and it is hereby agreed and declared that neither of them the said _____ and _____ shall be at liberty to terminate their suretyship except upon giving to the District Officer for the time being of the Government of _____ _____ six calendar months' notice in writing of his or their intention so to do and the liability under this bond. In the event of any such notice being given, of the surety by whom it shall be given, shall be thereby determined in respect only of acts and omissions happening after the expiration of the said period of six months. PROVIDED ALWAYS and it is hereby declared and agreed by the said _____ and _____ and _____ with the said Secretary of State in Council that the Government Promissory notes for R_____ _____ so deposited as aforesaid or such other Government security or securities to the same amount as the District Officer for the time being of the Government of _____ may consent from time to time to accept and receive and shall accordingly receive in lieu or exchange for the same and the interest thereof respectively shall be and remain with the said District Officer for the time being or the Government of _____ _____, as and for part and additional security (over and above the above written bond) to the said Secretary of State in Council, his successors and assigns for the indemnity and other purposes aforesaid with full power to the said Secretary of State in Council, his successors or assigns, or his or their officers and servants duly authorised in that behalf from time to time as occasion shall require to sell and dispose of the said Government securities or any part thereof and to apply the proceeds thereof together with any interest receivable or received in respect of such Government securities in and towards the indemnity as aforesaid of the said Secretary of State in Council his successors and assigns as the case may require but nevertheless the interest of the said Government securities may in the meantime be paid over as the same shall be realised by the said District Officer for the time being or the Government of _____ if they shall think fit to the said _____

PROVIDED ALWAYS and it is hereby expressly agreed and declared between and by the said _____ and _____ and _____ and the Secretary of State in Council that it shall be lawful for the said _____ with the consent of the said District Officer or of other the person exercising his functions for the time being under the sanction of the Government of _____ first had and obtained to change and substitute for the said Government Promissory notes for R_____ _____ so deposited as aforesaid or any part thereof or for any notes substituted therefor under the present provision from time to time other notes of the same other loans of the same or greater value without in any way affecting the obligations of the said bond or the liability of the said _____ and _____ as such securities as aforesaid _____

AND it is hereby lastly agreed and declared by and between the said _____ (Principal) and the said _____ (one Surety) and _____ (other Surety) as his the said _____ (Principal's) Sureties and the said Secretary of State that in the event of the death of the said _____ (Principal) or the vacation by him of his said office of Treasurer the abovementioned Government Promissory notes for R_____ _____ or any notes that may be substituted therefor as aforesaid shall be retained and remain with the said District Officer for the time being for the term of six months after the date of such death or such vacation as the case may be as security against any loss or damage that may have been or may thereafter be incurred by the said Secretary of State in Council his successors and assigns and in respect of which the said _____ (Principal) and his heirs executors administrators and representatives after his death is and are or shall or may be liable to indemnify the Secretary of State his successors and assigns the Government of India and all such persons as aforesaid. PROVIDED ALWAYS that the return at any time of the said Government Promissory notes shall not be deemed to effect the right of the said Secretary of State in Council to take Proceedings upon or under the said bond against the said _____ (Principal) and _____ (1st Surety) and _____ (2nd Surety) or any of them in case any breach of the condition of the said bond shall be discovered after the return of the said Government Promissory notes but the responsibility of the said _____ (Principal) and of the said _____ (1st Surety) and of the said _____ (2nd Surety) shall at all times continue and the said Secretary of State in Council shall be fully indemnified against all such loss or damage as aforesaid at any time.

The schedule above referred to.